

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TY, INC.,)	
)	Case No.: 20-cv-6191
Plaintiff,)	
)	
v.)	Judge Thomas M. Durkin
)	
THE INDIVIDUALS, CORPORATIONS,)	
LIMITED LIABILITY COMPANIES,)	
PARTNERSHIPS AND UNINCORPORATED)	
ASSOCIATIONS IDENTIFIED ON)	
SCHEDULE A HERETO,)	
)	
Defendants.)	

FINAL JUDGMENT ORDER

This action having been commenced by TY, INC. (hereinafter “Plaintiff”) against the defendants identified in the attached First Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of Plaintiff's trademarks which are protected by U.S. Trademark Registration No. 2,118,114 for the TY mark, Reg. No. 1,722,141 for the TY logo, Reg. No. 2,703,368 for the BEANIE BABY mark, Reg. No. 5,693,639 for the FLIPPABLES mark, Reg. No. 5,396,599 for the BEANIE BOOS mark and Reg. No. 5,396,599 for the BEANIE BOOS and design mark (collectively referred to as "Plaintiff's Trademarks").

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using Plaintiff's Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any products that are not genuine Plaintiff's Products or are not authorized by Plaintiff to be sold in connection with Plaintiff's Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any products as genuine Plaintiff's Products or any other products produced by Plaintiff, that are not Plaintiff's or are not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing Plaintiff's Trademarks and damaging Plaintiff's goodwill;
 - e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
 - f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other

domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and

- g. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any products bearing Plaintiff's Trademarks or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine Plaintiff's Product or is not authorized by Plaintiff to be sold in connection with Plaintiff's Trademarks.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order, shall, at Plaintiff's choosing:
- a. permanently transfer the Defendant Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or
 - b. cancel the registrations for the Defendant Domain Names and make them inactive.
3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and DHgate, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within five (5) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using Plaintiff's Trademarks, including any accounts associated with the Defaulting Defendants listed in First Amended Schedule A attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using Plaintiff's Trademarks; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one-hundred thousand dollars (\$100,000) for willful use of counterfeit Plaintiff's Trademarks on products sold through at least the Defendant Internet Stores.
5. DHgate shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by DHgate, are hereby released to Plaintiffs as partial payment of the above-identified damages, and DHgate is ordered to release to Plaintiff the amounts from Defaulting Defendants' DHgate accounts within ten (10) business days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on DHgate in the event that any new DHgate accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, DHgate shall within five (5) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any DHgate accounts;
 - b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' DHgate accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within five (5) business days:
 - a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. Release all monies restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 1 to the Declaration of Jose Santiago and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten thousand-dollar (\$10,000) surety bond posted by Plaintiff is hereby released. The Clerk of the Court is directed to release the surety bond previously deposited with the Clerk of the Court.

This is a Final Judgment.

Dated: April 21, 2021



The Honorable Thomas M. Durkin
United States District Court Judge

FIRST AMENDED SCHEDULE A

No.	Defendant Name / Alias
10	aya134
12	kids_best
15	lscq_legend
16	shenzhen1
17	liuyuchen2018
18	netsnake
19	Funibaoluo
20	Runbaby
23	cutetoyss
24	kidstoy6
27	pop_goods
30	dyf363636
31	kawaii_toys
32	buycheapsdhgate
33	faone20
34	qiananclothings
35	qianancompanys
36	qianandhgate
37	qiananrain
38	qiananshien
39	qiananshopping
40	qiananstore
42	nakiki
48	avonqq
49	aybb
51	babyandmom
55	best__toys
56	best_suppiler
57	Blockswei
58	bonroy_international
59	borida
62	candykids
63	candykids8888
65	ccyumi
68	childrenparadise
69	chinese_sun
72	electronisupermarket
74	etamkend
75	faone24

79	fives_market
82	gift1234
83	goodboystore
85	goodsellers2019
86	gowdesigner
90	happyego
91	Hkstore666
92	homelot
93	hongli98
97	islts01
100	jokerstore
101	kawaiitoy
102	Lakeball
105	lily2baby
107	lovedreamstore
108	Luckyno
109	lulou896
110	lunlunwangzi2
111	lxhua168
112	Magical_b
113	mobiletoys
114	Monlovebaby
115	moongate
117	Mummy_babe
118	my-df
119	Mylove2015
120	Naigou
122	new_trends
124	nice_01
125	nice_03
126	office2016hs
127	offworld
128	orfila11
131	pipe_01
133	qiananmall
135	Rh_baby
137	rose_liu
139	shenyangqq
140	sixin_toy
142	smart-technology
143	Sport_xgj

144	squishytoy
146	Starone
147	superestore88
150	lydia5566
151	Highqualityok
162	Candychildren
163	chinaatoybfactory
164	fashion89toy
166	fun66
167	havory
168	Linlilan454147767
169	Localking
171	potala_noveltoys
172	potala_superkids
173	Redeye
175	seller_toysgifts
176	shishan
178	Tescosupermarket